

**UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN
MIAMI AGENCY
P.O. BOX 391
MIAMI, OK 74355-0391**

Lease No. _____
Allot. No. _____
Allot. Name _____
Tract No. _____

BUSINESS LEASE

THIS CONTRACT, made and entered into this _____ day of _____, 2010, by and between the Indian or Indians named below in Exhibit A, hereinafter called the "LESSORS," and

hereinafter called the "LESSEE", in accordance with the provisions of existing law and the regulations (25 C.F.R. Part 162) which, by reference are made a part hereof.

WITNESSTH: That for and in consideration of the rents, covenants, and agreements hereinafter provided, the LESSORS hereby let and lease unto the LESSEE the land and premises described as follows, to wit:

Which is/are located within the area which the U.S. Environmental Protection Agency (EPA) has designated as "Operable Unit 4" of the Tar Creek Superfund Site;

for the term of _____ years, beginning on the _____ day of _____, 2010, and ending on the _____ day of _____, 20____, to be used for the following purpose:

the sale, processing and transportation of chat from the pile which is subject to those terms set forth in the attached Chat Sales Agreement & Permit to Remove Under the Authority of the U.S. Environmental Protection Agency Region 6, February 20, 2008, Record of Decision Operable Unit 4, Tar Creek Superfund Site. See attached "Exhibit B."

1. Consideration: As consideration for the rental of the leased premises, easements, and rights of the terms provided herein, LESSEE shall pay to the LESSORS, the sum of \$ _____ annually, due on _____ of each year the lease is in effect, made payable to "Bureau of Indian Affairs". All lease monies shall be remitted to Miami Agency - BIA, Dept C143, P.O. Box 9000, Farmington, Mo. 63640-3819. In addition, a one-time administrative fee of \$ _____ (3% of annual rental-minimum fee \$10.00, not to exceed \$500.00) made payable to the Bureau of Indian Affairs will be charged to LESSEE. The administrative fee should be remitted to the Miami Agency, BIA, P.O. Box 9000, Farmington, Mo. 63640-3819.

2. Interest: It is understood and agreed between the parties hereto that in the event that any installment of rental monies are not paid within ten (10) days after becoming due, interest at the rate of 12% (12 percent) per annum upon such delinquent installment of rental, will become due and payable from the date such rental became due until paid.
3. Title to Leased Premises: LESSORS covenant and warrant that the leased premises are held by the heirs of _____, and that legal title to the leased premises is restricted against alienation and encumbrance without the approval of the Secretary of the Interior.

LESSORS shall indemnify and hold LESSEE harmless from the claim of any third party(ies) to title, whether legal or equitable, or claim to the leased premises, and shall at LESSORS' expense defend LESSEE's interests and pay any judgment rendered against LESSEE resulting from any such claim.

4. Quiet Enjoyment: LESSORS covenant and warrant that so long as LESSEE shall pay the rental as herein provided and performed the other covenants of this Lease, LESSEE shall have, hold, and enjoy the use of the leased premises for the term of this Lease and any extension thereof.

LESSORS COVENANT AND AGREE not to perform or permit any act upon the property which would adversely affect LESSEE's access to, or the use and enjoyment of the leased premises.

5. Care of the Premises: It is understood and agreed that the LESSEE shall keep the premises covered by this lease in good repair. LESSEE shall not commit, or permit to be committed, any waste whatever on said premises, and shall not remove or tear down any building or other improvement thereon, but shall keep the same in good repair. LESSEE shall not permit the premises to become unsightly by tall weeds and grasses. Furthermore, the LESSEE shall keep the area in a clean and safe condition at all times. The LESSEE will be held financially responsible for all un-repaired damages to buildings, fences, improvements or appearance, except for usual wear and decay. In the event LESSEE fails to maintain, repair, or to perform the obligations on its part to be performed hereunder, this lease shall terminate effective thirty (30) days after written notice is given upon LESSEE by LESSORS or the Secretary of the Interior.
6. Condemnation: In the event that the leased premises are condemned by any condemning authority or sold under threat of condemnation by any condemning authority, this lease shall terminate as of the date that such condemning authority takes possession of the leased premises, and LESSOR shall refund to LESSEE any prepaid rental as of such date. LESSEE shall be entitled to recover from such condemning authority, payment for the loss of its leasehold interest, and for all other losses to which LESSEE shall be entitled under applicable law.
7. Improvements: All buildings or other improvements now existing or hereafter constructed on the Leased Premises shall be the leasehold property of the Lessee during the term of this Lease, including any extension or renewal thereof. During the term of this Lease, LESSEE shall obtain any necessary governmental permits, approvals or authorizations required for the construction and use of all improvements he or she (they) places or cause(s) to be placed on the Leased Premises, and shall comply with all laws applicable to the construction and use of improvements.

8. Insurance/Indemnification: Throughout the term of this Lease, or any extension thereof, LESSEE shall keep in full force and effect public liability insurance covering bodily injury and or physical property damage resulting from the negligence or willful act or LESSEE's agents, servants, and/or employees. The policy shall be written jointly to protect the LESSEE and the LESSORS during the term of this lease. A copy of said Public Liability insurance shall be furnished to the Superintendent Miami Agency's office of the Bureau of Indian Affairs.

LESSORS agree to hold LESSEE harmless from any and all claims or demands on account of bodily injury or property damage caused by or resulting from any negligent or willful act of damage caused by or resulting from any negligent or willful act of LESSORS, or LESSORS' agent's servants, and employees.

LESSEE shall be solely responsible and liable for any loss, damages, injury of any kind whatsoever to the person or property of the LESSORS, or any other person whomsoever, caused by any use of the leased premises, or by any defect in any structure erected thereon, or arising from any accident, fire, or other casualty on said premises or from any other cause whatsoever, and the LESSEE, as a material part of the consideration of this Lease, hereby waives, on LESSEE's behalf, all claims against the LESSORS and/or the United States Government free from liability for any loss, damage or injury arising from the use of the premises by the LESSEE, together with all costs and expenses associated therewith.

9. Leasehold Encumbrance: This Lease, or any right to, or interest in this Lease or any of the improvements placed on the premises by the LESSEE, may NOT be encumbered without the written consent of the LESSORS and the approval of the Secretary of the Interior. No such encumbrance shall be valid without said approval.
10. Notice of Default: In the event that the LESSEE or LESSORS shall default in the performance of any term of this Agreement, the non-defaulting party shall promptly give notice in writing to the defaulting party. In the event that the defaulting party shall fail to cure such default within ten (10) days of the receipt of written notice of default the non-defaulting party may, at its election, declare that his Lease is terminated.
11. Notices: Any written notice to be given to LESSEE under the terms of this Lease shall be mailed by certified mail, return receipt requested, to _____
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12. Secretary: As used herein means the Secretary of the Interior, or his/her authorized representative, acting under delegated powers. The delegated representative, Agency Superintendent, or Field Office, Field Representative, is hereinafter referred to as Superintendent.
13. Subleases and Assignments: Unless otherwise provided herein, a sublease, assignment or amendment of this lease may be made only with the approval of the Secretary, and the written consent of all parties to this Lease, including Surety or Sureties.
14. Reservations: It is understood and agreed that the LESSORS reserve the right to make mineral, business, agricultural, industrial, sand and gravel leases/or permits, and to grant rights-of-ways,

and other legal grants on the premises covered by this lease, and that in the event such a lease or grant is made, the LESSEE hereunder shall be entitled to damages for the actual loss sustained by him on account of said lease or grant, and to nothing more. The period for which damages may be claimed by the LESSEE is limited to the lease year. It is further understood that in the event of a dispute between the LESSOR hereunder and the LESSEE, grantee, or permittee under any mineral, business, agricultural, industrial, or sand and gravel permit, or lease, or rights-of-way, and other grants, as to the amount of actual damages, the matter will be referred to the Secretary who shall be the sole and final judge as to the amount of said damages incurred.

15. Unlawful Conduct: The LESSEE agrees that it will not use, or cause to be used, any part of the leased premises for any unlawful conduct or purposes.
16. Relinquishment of Supervision by the Secretary: Nothing contained in this lease shall operate to delay or prevent a termination of Federal trust responsibilities with respect to the land by the issuance of a fee patent or otherwise during the term of the Lease; however, such termination shall not serve to abrogate the Lease. The LESSORS and the LESSEE and its Surety or Sureties shall be notified by the Secretary of any such change in the status of the land.
17. Violation of Lease: It is understood and agreed that violations of this Lease shall be acted upon in accordance with the regulations of the Secretary as stated in 25 C.F.R. Part 162.
18. Assent Not Waiver of Future Breach of Covenants: No assent, expressed or implied, to the breach of any of the LESSEE's covenants shall be deemed to be a waiver of any succeeding breach of covenants.
19. Upon Whom Binding: It is understood and agreed that the covenants and agreements hereinbefore mentioned shall extend to and be binding upon the heirs, assigns, executors, and administrators of the parties to this lease. While the leased premises are in restricted status, all the LESSEE's obligations under this Lease and the obligation of its Sureties are to the United States of America, as well as to the LESSORS.
20. Interest of Member of Congress: No member of, or delegate to, Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise hereafter, but this provision shall not be construed to extend to this contract if made with a corporation or company for its general benefit.
21. Bond: The LESSEE shall furnish such bond as may be required by the Secretary with satisfactory Surety to guarantee compliance with the terms of this lease.
22. Approval: It is understood and agreed that this Lease shall be valid and binding ONLY AFTER APPROVAL OF THE SECRETARY.
23. Archaeological Discovery: In the event that archaeological or historic remains, burials, or other cultural remains are encountered during the course of activities associated with the lease, all activity in the immediate vicinity of the remains will cease and the Tribe and Regional Archaeologist must be notified of such items to determine the disposition.

24. Additions: Prior to execution of this Lease, the following additions have been added hereto and made apart hereof: Chat Sales Agreement, Exhibit B.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands on this _____ day of _____, 2010.

LESSEE:

Corporate Seal:

Name & Title

GRANTED on behalf of those Indian owners whose whereabouts is unknown or that have been unresponsive pursuant to 25 C.F.R. Part 162.601 as follows:

AND

Approved: Pursuant to authority delegated through 200 DM 1, 209 DM 8, 230 DM 1, 3 IAM 4.1 and Muskogee Area Addendum 9901 to 3 IAM 4 issued June 22, 1999.

Superintendent
Miami Agency - BIA

Date

EXHIBIT A

NAME _____

UNDIVIDED INDIAN INTEREST

[illegible]

